

1. Scope of Application

1.1. All supplies of goods on the part of INEOS Styrolution Europe GmbH (hereinafter referred to as “**INEOS Styrolution**”) shall be undertaken exclusively on the basis of these conditions of sale, unless special conditions apply to particular goods, or unless any other individual agreements have been concluded in writing between INEOS Styrolution and the purchaser. Any deviations from these conditions of sale are subject to written confirmation by INEOS Styrolution. These conditions of sale shall also apply to long-term or recurrent contractual relationships and contracts concluded with the same business partner even if no further express reference is made in this respect.

1.2. Other standard terms and conditions or other conditions of the purchaser that contradict, deviate from or supplement these general conditions of sale are hereby rejected. Such terms and conditions or other conditions of the purchaser shall only apply if and to the extent that INEOS Styrolution has agreed to them expressly in writing. In particular, silence or unconditional acceptance by INEOS Styrolution of purchase orders placed by the purchaser shall not be construed as recognition of or agreement to any such conditions of the purchaser.

2. Offers

Offers from INEOS Styrolution shall not be binding but shall be construed as an invitation to the purchaser to submit a purchase offer to INEOS Styrolution.

3. Product quality

3.1. Unless otherwise agreed in writing, the quality of the goods is determined exclusively by INEOS Styrolution's product specifications applicable from time to time. Features of specimens and samples shall only be binding if they have been agreed expressly in writing as quality features of the goods. Similarly, information provided in respect of quality and product life, and other information, shall only represent a guarantee within the meaning of Section 443 of the German Civil Code (BGB) if it has been agreed and designated as such in writing.

3.2. Except as set forth in Clause 3.1, INEOS Styrolution does not make any guarantee or warranty, either expressly or by tacit agreement. In particular, INEOS Styrolution does not provide any warranty with respect to the usability of the goods or their suitability for a particular purpose or application. The purchaser is required to verify whether or not the goods are suitable for the further processing or application intended and whether or not they comply with the relevant statutory requirements.

4. Prices

The prices in effect at the time the goods are shipped generally apply. Otherwise, only the prices confirmed in writing by INEOS Styrolution shall apply.

5. Time of delivery, place of delivery, partial delivery

5.1. Delivery dates shall be considered estimates (i.e. approximate date). In this respect, delivery dates shall only be binding with regard to a particular point in time if that point in time has been agreed in writing.

5.2. Unless otherwise agreed in writing, delivery shall be made in accordance with the Incoterms (2020) stipulated and agreed between the parties. If no Incoterms have been agreed or other agreements made in writing, INEOS Styrolution shall deliver CPT (Incoterms 2020). If no place of delivery and destination has been agreed within the meaning of Incoterms, the place of delivery shall be the INEOS Styrolution production or warehousing facility concerned and the destination shall be the purchaser's production or warehousing facility.

5.3. Partial deliveries shall be permissible to a reasonable extent.

6. Observance of statutory regulations

6.1. Unless specifically agreed otherwise in writing, the purchaser shall be responsible for observing the statutory and regulatory provisions covering the import and export, transportation, storage, use and disposal of the goods that apply to the purchaser. This shall apply in particular to resale and to the scheduling of goods and services, and all technology or documentation connected therewith, to countries which are subject to German, EU or US export control law and, if appropriate, the export control law of other countries.

6.2. If at the time when the goods are to be dispatched there is a statutory or regulatory requirement to obtain a license for the export of the goods, the purchaser shall provide INEOS Styrolution at no charge all the information and documents it requires in order to obtain such licenses. If said export license, having been applied for, is not granted, INEOS Styrolution shall have the right to rescind the contract.

7. Payment

7.1. Unless otherwise agreed in specific cases, the purchaser shall pay the purchase price at no discount within 14 calendar days. Regardless of the agreed period allowed for payment, such period shall begin on the date of the invoice. As regards timeliness of payment, the date on which the amount due is actually credited to INEOS Styrolution's account shall be decisive.

7.2. The purchaser shall automatically be deemed to be in default after expiry of the period allowed for payment. If the purchaser is in default of payment, the annual interest rate shall be 9 percentage points above the basic interest rate of the

European Central Bank. The assertion of claims for interest shall not affect the right of INEOS Styrolution to assert other rights or make claims for further loss or damage.

8. Complaints, warranty rights

8.1. The purchaser shall examine the goods and their packaging immediately on delivery in accordance with Section 377, 381 para. 2 of the German Commercial Code (HGB). Notification of quantity deviations, obvious transport damages or other obvious defects is to be given in writing immediately on delivery of the goods, whilst notification of hidden defects is to be given immediately upon discovery. If the purchaser fails to give notification of defects in the proper form and within the prescribed period, the goods shall be deemed to have been approved. The purchaser may not refuse to take delivery of goods on grounds of minor defects.

8.2. In cases in which defective goods are delivered, the purchaser shall be entitled to his statutory rights with the following limitations:

- a) At its own discretion, INEOS Styrolution shall at first have the right either to rectify the defect or to supply the purchaser with defect-free goods (supplementary performance).
- b) INEOS Styrolution shall be allowed two attempts at supplementary performance, each within a reasonable period of time. If the supplementary performance proves unsuccessful, impossible or is unacceptable from the point of view of the purchaser, the purchaser shall, in accordance with the statutory requirements, have the right to rescind the contract, or to reduce the purchase price and, subject to Clause 9, to demand damages or compensation for futile expenditure.
- c) There shall be no entitlement to assert warranty claims in cases of minor deviations from the agreed quality or minor impairments of the suitability of the goods.

8.3. Claims on the part of the purchaser regarding defects shall fall under the statute of limitation as stipulated in Clause 9.2.

9. Restriction of liability, period of limitation

INEOS Styrolution shall be generally liable for loss or damage in accordance with the statutory regulations, subject to the following restrictions.

9.1. INEOS Styrolution shall only be liable without restriction in cases of intent or gross negligence, in cases of injury to life, limb or health, and in accordance with the provisions of the German Product Liability Act (ProdHaftG). In all other respects, the liability of INEOS Styrolution shall be limited to direct losses and shall not exceed the amount of twice the invoice value of the affected goods; INEOS Styrolution shall not be liable for indirect losses, such as lost profits and lost use. The provisions of Clause 9.1 shall apply to all claims for damages, whatever their cause in law, in particular due to breach of contractual obligations or tort. The above provisions shall also apply to the liability of INEOS Styrolution's corporate bodies, legal representatives, employees, staff and vicarious agents.

9.2. All warranty claims and claims for damages against INEOS Styrolution, whatever their cause in law, shall fall under the statute of limitation one year at the latest from the applicable statutory beginning of limitation. The provisions of this paragraph shall not apply in case of liability for intent or gross negligence, in cases where a guarantee is given for the quality of the goods within the meaning of Section 443 of the BGB, in case of fraudulent failure to disclose a defect, in case of loss or damage resulting from injury to life, limb or health, or in case of compulsory liability under the German Product Liability Act (ProdHaftG).

10. Offsetting, right to withhold payment

10.1. The purchaser shall only be entitled to offset against claims by INEOS Styrolution with a counter-claim arising from the same contractual relationship, said counter-claim being undisputed or having been established as legally binding.

10.2. The purchaser shall only have the right to withhold payment if the purchaser's counter-claim is either undisputed by INEOS Styrolution or has been established as legally binding and if such counter-claim arises from the same contractual relationship as the claim by INEOS Styrolution against which the purchaser is asserting its right to withhold payment.

11. Securities

In the case of justified doubts regarding the ability of the purchaser to make payment, in particular in case of default of payment, INEOS Styrolution shall – while reserving the right to make further claims – be entitled to revoke agreed terms of payment and to demand advance cash payment for further deliveries and/or make them subject to the provisions of appropriate securities.

12. Retention of title, security, release

12.1. All goods delivered ("**goods subject to retention of title**") shall remain the property of INEOS Styrolution until all claims have been met in full, in particular also any claims for outstanding amounts to which INEOS Styrolution is entitled under its own business relationship with the purchaser. This shall also apply if payments are made in respect of specially designated claims.

12.2. If the purchaser is in default of payment and said default involves not only minor amounts, INEOS Styrolution shall have the right to demand that the goods delivered be returned, the costs of said return being borne by the purchaser.

12.3. The purchaser shall label the goods subject to retention of title as the property of INEOS Styrolution and keep them separate from other goods.

12.4. The purchaser shall insure the goods subject to retention of title for a reasonable sum against elementary loss or damage, theft and vandalism. Claims against the insurance company regarding violation of property rights relating to the goods subject to retention of title are hereby assigned by the purchaser to INEOS Styrolution. INEOS Styrolution hereby

accepts the assignment.

12.5. If the purchaser processes or alters the goods subject to retention of title, the purchaser shall in all cases do so on behalf of INEOS Styrolution as the manufacturer. INEOS Styrolution shall acquire sole ownership of the new object. If the goods subject to retention of title are processed with other objects or materials which do not belong to INEOS Styrolution, INEOS Styrolution shall acquire co-ownership of the new object in the proportion of the (gross) invoice value of the goods to the other processed or mixed objects at the time of processing. INEOS Styrolution hereby accepts such transfer.

12.6. If the goods subject to retention of title are combined with other objects which do not belong to INEOS Styrolution within the meaning of Section 947 BGB or are blended or mixed with them within the meaning of Section 948 BGB, INEOS Styrolution shall acquire direct co-ownership of the new object in the proportion of value of the goods subject to retention of title (gross invoice value) to the value of the other combined, blended or mixed objects at the time of such combination, mixing or blending. If the goods subject to retention of title must be regarded as the chief element, INEOS Styrolution shall acquire direct sole ownership (Section 947 (2) BGB). If another object must be regarded as the chief element, the purchaser hereby transfers to INEOS Styrolution, to the extent that the chief element belongs to it, co-ownership of the single object in the proportion stated in sentence 1. INEOS Styrolution hereby accepts such transfer.

12.7. If ownership of the good subject to retention of title expires under the provisions of the above paragraphs, the purchaser shall hold the newly created solely or co-owned object in safe custody at no charge on behalf of INEOS Styrolution. These sole or co-ownership rights themselves shall be deemed to be goods subject to retention of title within the meaning of Clause 12.1.

12.8. The purchaser may only sell the goods subject to retention of title in the proper course of its business and as long as the purchaser is not in default, provided that the amounts receivable from the resale are transferred to INEOS Styrolution as per Clauses 12.9 and 12.10.

12.9. The purchaser's claims arising from the resale of the goods subject to retention of title and the claims of the purchaser regarding the goods subject to retention of title on any other legal grounds (including but not limited to claims based on tort or insurance benefits) against its buyer or third parties are hereby assigned to INEOS Styrolution. INEOS Styrolution accepts the assignment. These receivables shall serve as securities in the same amount as the goods subject to retention of title.

12.10. If the goods subject to retention of title are sold by the purchaser together with other goods not supplied by INEOS Styrolution, the assignment of the receivables from the resale shall in each case only apply in the amount invoiced by INEOS Styrolution for the goods subject to retention of title which have been sold. If goods are sold in which INEOS Styrolution has co-ownership shares in accordance with Clause 12.5 or 12.6, the assignment of the receivables shall apply in the amount of said co-ownership shares.

12.11. The purchaser shall have the right to collect receivables from the sale in accordance with Clauses 12.8 to 12.10 until or unless said right is revoked by INEOS Styrolution. In this regard, INEOS Styrolution shall have the right of revocation if the purchaser is in default of payment of a not only minor amount, if an application has been made for the institution of insolvency proceedings, or if the purchaser has ceased to make payments. In these cases, the purchaser shall inform INEOS Styrolution immediately of the assigned receivables and their debtors, provide all the information required for collection, hand over the relevant records and documents, and inform the debtors of the assignment.

If the value of existing securities exceeds that of the secured receivables in total by more than 10%, INEOS Styrolution shall, upon the purchaser's request, release securities at its own discretion.

12.12. If the purchaser intends to ship the goods subject to retention of title to a place outside of Germany, the purchaser shall (a) immediately inform INEOS Styrolution of such intention, (b) immediately and at its own cost determine and fulfill all the local (including legal) requirements for the creation and maintenance of retention of title by INEOS Styrolution and (c) also immediately inform INEOS Styrolution of this.

12.13. The purchaser must inform INEOS Styrolution of any (imminent or foreseeable) seizure or other impairment of the goods subject to retention of title by a third party or parties as soon as the purchaser gains knowledge thereof.

13. Assignment of claims

INEOS Styrolution shall have the right to assign the claims arising from or relating to the sale of the goods to INEOS Styrolution Receivables Finance DAC without the prior consent of the purchaser. Such assignment shall also include the right of INEOS Styrolution to disclose and transmit the data and information relating to the assigned claim to the assignee or a third party.

14. Confidentiality, reverse engineering

14.1. The purchaser shall not disclose or make available confidential information received from INEOS Styrolution to any third parties or to any of its employees not involved in carrying out the contract nor shall the purchaser exploit, duplicate or alter such information in any way. The purchaser shall treat such information with confidentiality and use it exclusively for the contractual purposes. At the request of INEOS Styrolution, all the confidential information shall be returned to INEOS Styrolution and any copies (including electronic copies) shall be destroyed/deleted unless they are required in accordance with legal retention requirements or for the performance of the contract. Confirmation must be given at the demand of INEOS Styrolution that confidential information has been returned and destroyed/deleted and, if such confirmation is not forthcoming, reasons provided in writing as to why confidential information is still required. "Confidential information" refers to information – regardless of whether it is transmitted in written, electronic or oral form – which is (a) marked or referred to as confidential or (b) regardless of the way it is marked, reasonably apparent for an objective recipient, based on the type and nature of the information as well as the specific circumstances and the way in which it has been disclosed, that such information is not generally known or easily obtainable in the circles that would normally deal with such information and that it is therefore of business value.

14.2. The purchaser is not entitled to reverse engineer or to disassemble within the meaning of the German Trade Secrets Act (GeschGehG) the samples or goods provided by INEOS Styrolution. The purchaser is not, in particular, entitled to study, test, reconstruct, dismantle, decompile or otherwise analyze such samples or goods and/or arrange for them to be analyzed or to determine their chemical composition, physical properties and/or the ways in which they function or are manufactured, unless otherwise expressly agreed in advance in writing.

15. Force majeure

If events or circumstances occur or prevail which are beyond the control of INEOS Styrolution (such as acts of god, war, industrial disputes, shortages of raw materials or energy, breakdowns or stoppages of manufacturing equipment, problems of transportation, pandemics and epidemics, damage due to fire or explosion, acts of government), decreasing the availability of the goods at the plant from which INEOS Styrolution delivers its goods so that INEOS Styrolution is no longer able to fulfill its contractual obligations (taking into account its other internal or external delivery obligations pro rata), INEOS Styrolution (i) shall be released from its contractual obligations for the duration of the disruption and within the scope of its effects and (ii) shall not be obligated to procure the goods from third parties. Sentence 1 shall also apply if said events and circumstances render it uneconomic for INEOS Styrolution to carry out the transaction concerned in the long term, or if they occur or prevail in the sphere of action of INEOS Styrolution's suppliers. If the events or circumstances persist or prevail for longer than three (3) months, INEOS Styrolution shall have the right to rescind the contract.

16. Place of jurisdiction

The exclusive – including international – legal venue for all disputes arising directly or indirectly from these conditions of sale or the contractual relationship with the purchaser or in connection therewith shall be Frankfurt am Main, Germany.

17. Applicable law

These conditions of sale and the contractual relationship with the purchaser shall be subject to German law, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG). Also, any claims of a non-contractual nature relating to these conditions of sale or the contractual relationship are subject exclusively to the law of the Federal Republic of Germany.

18. Official language, miscellaneous

18.1. If these general conditions of sale are delivered to the purchaser in a language other than that in which the contract was concluded (the official language of the contract), this shall only be for convenience purposes. In case of differences of interpretation between the different language versions of these conditions of sale, the text which is drafted in the official language of the contract shall prevail. In all cases of contradiction between individual sets of regulations, individually agreed provisions (such as specific (framework) contracts of delivery, etc.) agreed with the purchaser, shall have priority. For the rest, the provisions of these general conditions of sale shall have top priority.

18.2 If any individual clauses of these conditions of sale should be wholly or partly invalid, this shall not affect the validity of the remaining clauses or parts of such clauses.

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